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300 Bland Street
P.O. Box 770
Bluefield, WV 24701

May 11, 2005

Chairman Pat Miller
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243-0505

Dear Chairman Miller

05-00143

RE: Collocation Agreement – Frontier and Iris

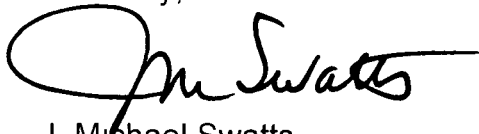
Enclosed for TRA approval are an original and 14 copies of a Collocation Agreement between Citizens Telecommunications Company of Tennessee, LLC d/b/a Frontier Communications of Tennessee and Tennessee Independent Telecommunications Group, LLC d/b/a Iris Networks. Also included is our Disaster Recovery Plan.

A check for fifty dollars (\$50.00) to cover the filing fee will be sent under separate cover.

Please stamp as received the additional copy and return it in the enclosed envelope.

If you have any questions, please call me at 304 325.1216.

Sincerely,



J. Michael Swatts
State Government Affairs Director

Enclosure

c Billye Sanders w/enc

**AGREEMENT FOR
COLLOCATION**

between

Citizens Telecommunications Company of Tennessee L.L.C.

and

**Tennessee Independent Telecommunications Group, LLC
d/b/a Iris Networks**

Dated: April 26, 2005

**AGREEMENT FOR
COLLOCATION**

Table of Contents

		Page
SECTION 1	RECITALS AND PRINCIPLES	2
SECTION 2	GENERAL DEFINITIONS	2
SECTION 3.	DEPOSIT AND ADVANCE PAYMENT REQUIREMENTS	4
SECTION 4	INTENTIONALLY LEFT BLANK	4
SECTION 5	AUDIT	6
SECTION 6	DISPUTE RESOLUTION	7
SECTION 7	FORCE MAJEURE	7
SECTION 8	REGULATORY APPROVAL	8
SECTION 9	INTENTIONALLY LEFT BLANK	8
SECTION 10	ENTIRE AGREEMENT	9
SECTION 11	TERM OF AGREEMENT	9
SECTION 12	EFFECTIVE DATE	10
SECTION 13	AMENDMENT OF AGREEMENT	10
SECTION 14	WAIVERS	11
SECTION 15	INDEPENDENT CONTRACTORS	11
SECTION 16	LIMITATION OF LIABILITY	11
SECTION 17.	INDEMNITY	11
SECTION 18	ASSIGNMENT	12
SECTION 19	CONTROLLING LAW	12
SECTION 20	SEVERABILITY	12
SECTION 21.	CHARGES AND PAYMENT	13
SECTION 22	DEFAULT	14
SECTION 23	CONFIDENTIALITY AND PUBLICITY	14
SECTION 24	NO RIGHTS TO THIRD PARTIES	15
SECTION 25	HEADINGS	15
SECTION 26	EXECUTION IN DUPLICATE	15
SECTION 27	NOTICES	16

ATTACHMENT 1 – CENTRAL OFFICE PHYSICAL COLLOCATION

ATTACHMENT 2 - PRICING

AGREEMENT FOR COLLOCATION

This Agreement For Collocation ("Agreement") made this 26th day of April, 2005, is by and between Citizens Telecommunications Company of Tennessee L.L.C., having its principal place of business at 180 South Clinton Avenue, Rochester, New York 14646 ("Citizens" or "Company") and Tennessee Independent Telecommunications Group, LLC d/b/a Ins Networks, a Tennessee limited liability company, having its principal place of business at 211 Commerce Street, Suite 610, Nashville, Tennessee 37201 ("Carrier" or "Collocator"). Citizens and Carrier may also be referred to herein singularly as a "Party" or collectively as "the Parties".

SECTION 1. RECITALS AND PRINCIPLES

Citizens is a telecommunications company authorized to provide telecommunications services in the State of Tennessee; and

Carrier is a telecommunications company authorized by the Commission to provide telecommunications services in the State of Tennessee; and

The Parties have in good faith negotiated, and agreed on collocation terms and conditions as set forth below; and

In consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Carrier and Citizens hereby covenant and agree as follows.

SECTION 2. GENERAL DEFINITIONS

Except as otherwise specified herein, the following definitions will apply to all sections contained in this Agreement. Additional definitions that are specific to the matters covered in a particular section may appear in that section.

- 2.1. Access Service Request (ASR) means the industry standard forms and supporting documentation used for ordering access services. The ASR will be used to identify the specific trunking and facilities request for interconnection.
- 2.2. Act means the Telecommunications Act of 1996, as amended from time to time.
- 2.3. Augment is a request from a Collocator to add equipment, cable, and/or Collocation services to an existing Collocation arrangement.
- 2.4. Cageless Physical Collocation is a cage or similar structure (not including a top) enclosing Collocator's dedicated collocation space in which a Collocator may install its Telecommunications Equipment.
- 2.5. Cageless Physical Collocation is a Collocation arrangement, provided in single bay increments, and does not require the construction of a cage or similar structure.
- 2.6. Central Office Building shall mean a structure (not including a controlled environment vault (CEV) housing telephone company equipment that is under the control of Citizens and for which Citizens may grant access and/or occupation by third parties.

- 2.7 Collocation Application Form means the form submitted by Carrier to Citizens requesting the space, facilities and other requirements associated with the request for collocation and/or expanded interconnection services
- 2.8 Collocation Space is the assigned space dedicated for the Collocator's physical Collocation arrangement located within Citizens Central Office Building.
- 2.9. Collocator is a Telecommunications Carrier who is Collocated in a Citizens location, for the purpose of Interconnection with Citizens or access to Unbundled Network Elements (UNE).
- 2.10. Commission means the governing state regulatory commission, board or authority (PSC, PUC, etc).
- 2.11 Date of Occupancy shall mean the delivery date on which Carrier will be provided the Collocation Space by Citizens pursuant to this Agreement.
- 2.12. DS1 is a digital signal rate of 1.544 Megabits per second ("Mbps")
- 2.13. DS3 is a digital signal rate of 44.736 Mbps.
- 2.14 Enhanced Services shall refer to services, offered over common carrier transmission facilities, which employ computer processing applications that act on the format, content, code, protocol or similar aspects of the subscriber's transmitted information, provide the subscriber additional, different, or restructured information, or involve subscriber interaction with stored information. Internet, information services, voicemail, and so-called "chat line" services are enhanced services.
- 2.15. Interconnection in this Agreement is as defined in the Act.
- 2.16 Inner Duct or "Conduit Space-per-foot" will mean any passage or opening in, on, under, over or through the Company Central Office Building cable or conduit systems
- 2.17 Local Switched Access Service means an offering of facilities for the purpose of the origination or termination of traffic from or to local exchange service customers in a given area pursuant to a switched access tariff
- 2.18 Premises shall mean the space assigned to Carrier by Citizens, located in the Central Office Building to be used by Carrier to house Telecommunications Equipment specified by Carrier in Citizens Application Form
- 2.19 Telecommunications Equipment for the purpose of Collocation, is defined as equipment necessary for Interconnection or access to Unbundled Network Elements
- 2.20 Wire Center denotes a building or space within a building which serves as an aggregation point on a given Carrier's network, where transmission facilities and circuits are connected or switched Wire Center can also denote a building in which one or more central offices, used for the provision of basic exchange services and access services, are located. A wire center is the location of one or more local switching systems, a point at which end users' loops converge

SECTION 3. DEPOSIT and ADVANCE PAYMENT REQUIREMENTS

- 3.1 Citizens may, in order to safeguard its interest, require Carrier to make a deposit to be held by Citizens as a guarantee of the payment of rates and charges, unless satisfactory credit has

already been established. Any such deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service.

3.2. Such deposit may not exceed two (2) months' estimated billing

3.3. The fact that a deposit has been made in no way relieves Carrier from complying with Citizens' regulations as to advance payments and the prompt payment of bills on presentation nor, does it constitute a waiver or modification of the regular practices of Citizens providing for the discontinuance of service for non-payment of any sums due Citizens

3.4. Citizens reserves the right to increase the deposit requirements when, in its sole judgment, the conditions justify such action; such conditions include but are not limited to: current deposit does not cover two (2) months billing, history of late payment, or reconnection after disconnection for non-payment.

3.5. In the event that Carrier defaults on its account, service to Carrier will be terminated and any deposits held will be applied to its account.

SECTION 4. INTENTIONALLY LEFT BLANK

SECTION 5. AUDIT

5.1 Subject to the terms and conditions of this Section, the restrictions set forth in Section 22 of the General Terms and Conditions and the reasonable security requirements of each Party and except as may be otherwise specifically provided in this Agreement, each Party (the "Auditing Party") may audit the other Party's (the "Audited Party") books, records and other documents that relate solely to the Parties' billing to the other Party under this Agreement and to the identification of traffic subject to this Agreement, once each year at the conclusion of each calendar year, in order to evaluate the accuracy of such other Party's billing and invoicing. The Parties may employ other persons or firms for this purpose. Such audits shall take place at a time and place agreed to by the Parties no later than thirty (30) days after notice thereof to such other Party.

5.2 Each Audited Party shall promptly correct any billing error that is revealed in an audit, including reimbursing any overpayment in the form of a credit to the Auditing Party on the invoice for the first full billing cycle after the Parties have agreed upon the accuracy of the audit results. Any disputes concerning audit results shall be resolved pursuant to the procedures described in Section 6 of this Agreement.

5.3 Each Audited Party shall cooperate fully in any such audit, providing reasonable access to any such auditors, providing reasonable access to any and all appropriate employees and relevant books, records and other documents reasonably necessary to assess the accuracy of its bills.

5.4 Each Auditing Party may perform a single additional audit of the Audited Party's relevant books, records and documents during any calendar year if the previous audit uncovered incorrect net variances or errors in invoices in favor of the Audited Party having an aggregate value of no less than five percent (5%) of the total amount payable by the Auditing Party during the period covered by the audit.

5.5 All audits shall be conducted at the sole cost and expense of the Auditing Party.

5.6 Upon (i) the discovery by either Party of the overcharges not previously reimbursed to the other Party or (ii) the resolution of disputed audits, each Party shall promptly reimburse to the Party thereto the amount of any overpayment together with interest thereon at a rate per month equal to the lesser of 1.5% or the maximum permitted legal rate of interest for the number of days from the latter of (1) the date the paying Party notifies the other Party of a specific bona fide dispute or claim of overcharges in writing, specifying the billing accounts and the specific charges in question, or (2) the date of the over-

payment through but excluding the date such reimbursement is made. In no event, however, shall interest be assessed on any previously assessed or accrued late payment charges

SECTION 6. DISPUTE RESOLUTION

The Parties agree that in the event of a default or any other dispute arising hereunder or in connection herewith, the aggrieved Party shall first discuss the default or dispute with the other Party and seek resolution prior to taking any action before any court or regulator or before authorizing any public statement about or disclosure of the nature of the dispute to any third party, provided however, this provision does not preclude either party seeking extraordinary relief, such as an injunction or restraining order. Such conferences shall if necessary be escalated to the vice presidential (or comparable) level for each Party. In the event that the officers of the Parties shall be unable to resolve a default or other dispute, the Parties shall then submit the matter to the Commission for non-binding mediation. If mediation by the Commission is unsuccessful, recourse may be had by either Party to the Commission, if it has jurisdiction over the breach or dispute or to an appropriate court having jurisdiction over the Parties. Each Party shall bear the cost of preparing and presenting its case through all phases of the dispute resolution procedure herein described

SECTION 7. FORCE MAJEURE

If the performance of the Agreement, or any obligation hereunder is prevented, restricted or interfered with by reason of any of the following:

- 7.1. Fire, explosion, flood, earthquake, hurricane, cyclone, tornado, storm, epidemic, breakdown of plant or power failure,
- 7.2. War, revolution, civil commotion, acts of public enemies, blockade or embargo,
- 7.3. Any law, order, proclamation, regulation, ordinance, demand or requirement of any government or any subdivision, authority, or representative of any such government,
- 7.4. Labor difficulties, such as strikes, picketing or boycotts;
- 7.5. Delays caused by other service or equipment vendors;
- 7.6. Any other circumstance beyond the reasonable control of the Party affected;

then the Party affected, upon giving prompt notice to the other Party, will be excused from such performance on a day-for-day basis to the extent of such prevention, restriction, or interference (and the other Party will likewise be excused from performance of its obligations on a performance so prevented, restricted or interfered with), provided that the Party so affected will use its best efforts to avoid or remove such causes of nonperformance and both Parties will proceed to perform with dispatch whenever such causes are removed or cease.

SECTION 8. REGULATORY APPROVALS

8.1 This Agreement, and any amendment or modification hereof, will be submitted to the Commission for approval in accordance with Section 252 of the Act. In the event any governmental authority or agency of competent jurisdiction rejects any provision hereof, the Parties shall negotiate promptly and in good faith such revisions as may reasonably be required to achieve approval

8.2 In the event the FCC or the Commission promulgates rules or regulations, rates or issues orders, or a court with appropriate jurisdiction issues orders, which make unlawful any provision of this Agreement, the Parties shall negotiate promptly and in good faith in order to amend the Agreement to

substitute contract provisions which are consistent with such rules, regulations or orders. In the event the Parties cannot agree on an amendment within thirty (30) days from the date any such rules, regulations or orders become effective, then the Parties shall resolve their dispute under the applicable procedures set forth in Section 6 (Dispute Resolution Procedures) hereof.

SECTION 9. INTENTIONALLY LEFT BLANK

SECTION 10. ENTIRE AGREEMENT

This Agreement and the Attachments hereto, which are incorporated herein by reference, set forth the entire understanding and supersede prior agreements between the Parties relating to the subject matter contained herein and merges all prior discussions between them, and neither Party will be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby.

SECTION 11. TERM OF AGREEMENT

11.1 This Agreement shall become binding upon execution by the Parties for a period of three (3) years unless terminated earlier under the conditions set forth in this Section. This Agreement will automatically renew for ninety (90) day periods thereafter unless one party gives the other party written notice of termination not less than sixty (60) days prior to the end of initial or any renewal terms.

11.2 In the event of breach of any material provision of this Agreement by either Party, the non-breaching Party shall give the other Party written notice thereof, and

11.2.1 If such material breach is for non-payment of amounts due hereunder, the breaching Party shall cure such breach within thirty (30) days of receiving such notice. The non-breaching Party shall be entitled to pursue all available legal and equitable remedies for such breach. Amounts disputed in good faith and withheld or set off shall not be deemed "amounts due hereunder" for the purpose of this provision. Neither Party shall withhold or set off undisputed amounts.

In addition, if such material breach is for non-payment of amounts due hereunder and such amounts have not been disputed, the non-breaching Party may:

- (1) refuse additional applications for any service provided under this Agreement,
- (2) refuse to complete any pending orders for the affected services any time thereafter, and/or,
- (3) on thirty (30) days' written notice by overnight delivery or certified U.S. mail, with a copy to the Tennessee Regulatory Authority (Commission), to the person designated to receive such notice, discontinue the provision of existing affected services at any time thereafter.

If the non-breaching Party does not refuse additional applications for the affected services, and the non-payment continues, nothing contained herein shall preclude the non-breaching Party from refusing additional applications for the affected services upon 24 hours notice. If the non-breaching Party discontinues provision of the affected services, all applicable charges, including termination charges, shall become due. If the non-breaching Party does not discontinue the provision of the affected services on the date specified in the thirty (30) days' notice, and the nonpayment continues, nothing

contained herein shall preclude the non-breaching Party from discontinuing the provision of the affected services upon 24 hours notice

Citizens reserves the right to refuse an application for an Affected Service made by any entity that owns or is substantially owned, directly or indirectly, by or is under common control with, Carrier, so long as Carrier or any such entity is indebted to Citizens for the affected services previously furnished, until the indebtedness is satisfied. In the event that affected services are provided to Carrier or an entity that owns or is substantially owned, directly or indirectly, by or is under common control with, Carrier, such services may be terminated by Citizens unless Carrier satisfies the indebtedness relating to the affected services within thirty (30) days after written notification. Such notification shall be made by certified U S mail to the person designated by Carrier to receive such notices. Copies of such notice shall be mailed to the Commission, concurrently with the mailing to Carrier.

11.3.2 If such material breach is for any failure to perform in accordance with this Agreement, which, in the sole judgment of the non-breaching Party, adversely affects the non-breaching Party's subscribers, the non-breaching Party shall give notice of the breach and the breaching Party shall cure such breach within a period of time equivalent to the applicable interval required by this Agreement, and if breaching Party does not, the non-breaching Party may, at its sole option, terminate this Agreement. The non-breaching Party shall be entitled to pursue all available legal and equitable remedies for such breach.

11.4 Upon termination or expiration of this Agreement, each Party shall promptly pay all amounts (including any late payment charges) owed under this Agreement.

SECTION 12. EFFECTIVE DATE

This Agreement will become effective upon execution by both Parties.

SECTION 13. AMENDMENT OF AGREEMENT

No provision of this Agreement shall be deemed waived, amended or modified by either Party unless such a waiver, amendment or modification is in writing, dated, and signed by both Parties.

SECTION 14. WAIVERS

14.1 No waiver of any provisions of this Agreement and no consent to any default under this Agreement shall be effective unless the same shall be in writing and properly executed by or on behalf of the Party against whom such waiver or consent is claimed.

14.2 No course of dealing or failure of any Party to strictly enforce any term, right, or condition of this Agreement in any instance shall be construed as a general waiver or relinquishment of such term, right or condition.

14.3 Waiver by either Party of any default by the other Party shall not be deemed a waiver of any other default.

14.4 By entering into this Agreement, neither Party waives any right granted to it pursuant to the Act.

SECTION 15. INDEPENDENT CONTRACTORS

Each Party agrees that it will perform its obligations hereunder as an independent contractor and not as the agent, employee, or servant of the other Party. Neither Party nor any personnel furnished by such Party will be deemed an employee or agent of the other Party nor be entitled to any benefits available under any plans for such other Party's employees. Each Party will at all times during the term of this Agreement retain full control of the employment, direction, compensation and discharge of all employees as is consistent with and necessary to preserve its independent contractor status. Each Party will be solely responsible for all matters relating to payment of its employees including compliance with social security taxes, withholding taxes, worker's compensation, disability and unemployment insurance, and all other regulations governing such matters.

SECTION 16. LIMITATION OF LIABILITY

EXCEPT AS OTHERWISE PROVIDED HEREIN, NEITHER PARTY WILL BE LIABLE TO THE OTHER IN CONNECTION WITH THE PROVISION OR USE OF SERVICES PROVIDED UNDER THIS AGREEMENT. NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY LOSS, COST, CLAIM, INJURY, LIABILITY OR EXPENSE, INCLUDING REASONABLE ATTORNEY'S FEES, RELATING TO OR ARISING OUT OF ANY ORDINARY NEGLIGENT ACT OR OMISSION BY A PARTY. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, INCOME OR REVENUE, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY AND WHETHER SUCH DAMAGES WERE FORESEEABLE OR NOT AT THE TIME THIS AGREEMENT WAS EXECUTED.

SECTION 17. INDEMNITY

17.1 Each Party will indemnify and hold the other harmless from any liabilities, claims or demands (including the costs, expenses and reasonable attorney's fees on account thereof) that may be made by third parties for (a) personal injuries, including death, or (b) damage to tangible property resulting from the sole negligence and/or sole willful misconduct of that Party, its employees or agents in the performance of this Agreement. Each Party will defend the other at the other's request against any such liability, claim, or demand. Each Party will notify the other promptly of written claims or demands against such Party of which the other Party is solely responsible hereunder.

17.2 The Indemnified Party will notify the Indemnifying Party promptly in writing of any claims, lawsuits, or demands by third Parties for which the Indemnified Party alleges that the Indemnifying Party is responsible under this Section and if requested by the Indemnifying Party, shall tender the defense of such claim, lawsuit or demand.

(1) In the event the Indemnifying Party does not promptly assume or diligently pursue the defense of the tendered action, then the Indemnified Party may proceed to defend or settle said action and the Indemnifying Party shall hold harmless the Indemnified Party from any loss, cost, liability, damage and expense.

(2) In the event the Party otherwise entitled to indemnification from the other elects to decline such indemnification, then the Party making such an election may, at its own expense, assume defense and settlement of the claim, lawsuit or demand.

(3) The Parties will cooperate in every reasonable manner with the defense or settlement of any claim, demand, or lawsuit.

17.3 No liability shall attach to either Party, its parents, subsidiaries, affiliates, agents, servants or employees for damages arising from errors, mistakes, omissions, interruptions, or delays in the course

of establishing, furnishing, rearranging, moving, termination, changing, or providing or failing to provide services or facilities (including the obtaining or furnishing of information with respect thereof or with respect to users of the services or facilities) in the absence of gross negligence or willful misconduct

Notwithstanding any other provisions of this Agreement, Carrier shall defend and indemnify Citizens and shall hold Citizens harmless from and against any and all loss alleged to have been incurred by a customer of Carrier or any other third party to the extent such loss arises or is attributable to Carrier's performance or failure to perform

SECTION 18. ASSIGNMENT

Any assignment or delegation by either Party to any non-affiliated entity or to any Affiliated entity that is not certificated as a carrier of any right, obligation or duty, or of any other interest hereunder, in whole or in part, without the prior written consent of the other Party shall be void. A Party assigning or delegating this Agreement or any right, obligation, duty or other interest hereunder to an Affiliate that is certificated as a carrier shall provide written notice to the other Party. All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and assigns of such Party. No assignment or delegation hereof shall relieve the assignor of its obligations under this Agreement.

SECTION 19. CONTROLLING LAW

This Agreement shall be governed by and construed in accordance with the Act, the FCC's Rules and Regulations, and the Commission Rules and Regulations, except insofar as state law may control any aspect of this Agreement, in which case the domestic laws of the state of Tennessee, without regard to its conflicts of laws principles, shall govern

SECTION 20. SEVERABILITY

Subject to Section 8 - Regulatory Approvals, if any part of this Agreement is held to be invalid for any reason, such invalidity will affect only the portion of this Agreement which is invalid. In all other respects this Agreement will stand as if such invalid provision had not been a part thereof, and the remainder of the Agreement shall remain in full force and effect.

SECTION 21. CHARGES AND PAYMENTS

21.1 In consideration of the services provided by Citizens under this Agreement, Carrier shall pay the charges set forth in this Agreement and in applicable tariffs. In consideration of the services provided by Carrier under this Agreement, Citizens shall pay the charges set forth in this Agreement and in applicable tariffs. Invoices with charges set forth in this Agreement and in applicable tariffs shall be sent to:

To Carrier

Tennessee Independent Telecommunications Group, LLC d/b/a Iris Networks
211 Commerce Street, Suite 610
Nashville, TN 37201
ATTN: Richard Ebner, Chief Manager

To Citizens.
Frontier, A Citizens Communications Company
Attention Access Verification
14450 Burnhaven Dr
Burnsville, MN 55306

21.2 A monthly billing statement with a consistent, regular bill date shall be prepared by both Parties and will reflect the calculation of any tariffed or contracted service due each Party. All bills dated as set forth above will be due thirty (30) days after the bill date or by the next bill date (i.e., the same date in the following month as the bill date), whichever is the shortest interval, except as provided herein, and are payable in immediately available funds. If such payment date would cause payment to be due on a Saturday, Sunday or Legal Holiday, payment for such bills will be due on the first business day following the Saturday, Sunday or Legal Holiday. If such bills are not received at least twenty (20) days prior to the payment due date, then the bill(s) shall be considered delayed. When a bill has been delayed, the due date will be extended by the number of days the bill was delayed, upon request of the receiving Party.

21.3 Billing The Parties agree that disputed and undisputed amounts due under this Agreement shall be handled as follows.

21.3.1 If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the Billed Party) shall within thirty (30) days of its receipt of the invoice containing such a disputed amount give written notice to the Billing Party of the amount it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. The Billed Party shall pay when due all undisputed amounts to the Billing Party, and shall include a copy of the dispute with the payment of the undisputed amount.

21.3.2 In the event that a billing dispute is resolved in favor of the Billed Party, any payment of the disputed amount withheld pending settlement of the dispute shall not be subject to the late payment penalty.

21.3.3 In the event that a billing dispute is resolved in favor of the Billing Party, any payments withheld pending settlement of the dispute will be subject to the late payment penalty set forth in 21.3.4 following.

21.3.4 Undisputed amounts shall be paid when due as set forth in Section 21.2 above. If any portion of the payment is received by the Billing Party in funds that are not immediately available to the Billing Party, a late payment penalty shall be due to the Billing Party. The late payment penalty shall be 1.5% per month or 18% annually, or the maximum allowed by law, whichever is less.

21.4 Both Parties shall use the Dispute Resolutions Procedures as described in Section 6.

21.5 In consideration of the services provided under this Agreement, the Parties shall pay the charges set forth in this Agreement and applicable tariffs. Any service provided, that is not identified in agreement will be governed by applicable tariffs.

SECTION 22. DEFAULT

If either Party believes the other is in breach of this Agreement or otherwise in violation of law, it will first give sixty (60) days notice of such breach or violation and an opportunity for the allegedly defaulting Party

to cure. Thereafter, the Parties will employ the dispute resolution procedures set forth in this Agreement

SECTION 23. CONFIDENTIALITY AND PUBLICITY

23.1 All proprietary or confidential information ("Proprietary Information") disclosed by either Party during the negotiations and the term of this Agreement will be protected by both Parties in accordance with the terms of this Section 23.

23.2 As used in this Agreement, the term "Proprietary Information" will mean written, recorded, machine readable or other information provided in tangible form to one Party by the other Party regarding the above referenced subject matter and which is marked proprietary or confidential with the appropriate owner corporation name, e.g., "Citizens Proprietary". Information disclosed orally will not be considered proprietary unless such information is reduced to writing by the disclosing Party and a copy is delivered to the other Party within thirty (30) business days after such oral disclosure. The writing will also state the place, date and person(s) to whom disclosure was made

23.3. Each Party agrees that it will not disclose any Proprietary Information of the other Party in whole or in part, including derivations, to any third party for a period of five (5) years from the date of disclosure unless the Parties agree to modify this Agreement to provide for a different nondisclosure period for specific materials. Neither Party will be liable for inadvertent or accidental disclosure of Proprietary Information of the other Party provided that

23.3.1 each Party uses at least the same degree of care in safeguarding such Proprietary Information as it uses for its own proprietary information of like importance, and such degree of care will be reasonably calculated to prevent such inadvertent disclosure;

23.3.2. it limits access to such Proprietary Information to its employees and agents who are directly involved in the consideration of the Proprietary Information and informs its employees and agents who have access to such Proprietary Information of its duty not to disclose, and

23.3.3. upon discovery of any such inadvertent disclosure of Proprietary Information, it will endeavor to prevent any further inadvertent disclosure

23.4 Information will not be deemed proprietary and the receiving Party will have no obligation with respect to any such information which:

23.4.1. is or becomes publicly known through no wrongful act, fault or negligence of the receiving Party, or

23.4.2 was known by the receiving Party or by any other affiliate or subsidiary of the receiving Party prior to disclosure, or is at any time developed by the receiving Party independently of any such disclosure, or

23.4.3 was disclosed to the receiving Party by a third party who was free of obligations of confidentiality to the disclosing Party, or

23.4.4 is disclosed or used by the receiving Party, not less than three (5) years following its initial disclosure or such other nondisclosure period as may be agreed in writing by the Parties; or

23.4.5 is approved for release by written authorization of the disclosing Party; or

23.4.6. is disclosed pursuant to a requirement or request of a governmental agency or disclosure is required by operation of law; or

23.4.7 is furnished to a third party by the disclosing Party without a similar restriction on the third party's rights

23.5 Since either Party may choose not to use or announce any services, products or marketing techniques relating to these discussions or information gained or exchanged during the discussions, both Parties acknowledge that one is not responsible or liable for any business decisions made by the other in reliance upon any disclosures made during any meeting between the Parties or in reliance on any results of the discussions. The furnishing of Proprietary Information to one Party by the other Party will not obligate either Party to enter into any further agreement or negotiation with the other

23.6 Nothing contained in this Agreement will be construed as granting to one Party a license, either express or implied, under any patent, copyright, or trademark, now or hereafter owned, obtained, controlled, or which is or may be licensable by the other Party

23.7. All publicity regarding this Agreement and its Attachments is subject to the Parties' prior written consent

23.8 Unless otherwise agreed upon, neither Party will publish or use the other Party's name, language, pictures, or symbols from which the other Party's name may be reasonably inferred or implied in any advertising, promotion, or any other publicity matter relating directly or indirectly to this Agreement

SECTION 24. NO RIGHTS TO THIRD PARTIES

This Agreement will not provide any third party, including, but not limited to any User customer of Carrier, with any remedy, claim, liability, reimbursement, cause of action, or other right in excess of those existing without reference to this Agreement.

SECTION 25. HEADINGS

The headings in this Agreement are for convenience and will not be construed to define or limit any of the terms herein or affect the meanings or interpretation of this Agreement

SECTION 26. EXECUTION IN DUPLICATE

This Agreement may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.

SECTION 27. NOTICES

Except as otherwise provided herein, all notices or other communication hereunder shall be deemed to have been duly given when made in writing and delivered in person or deposited in the United States mail, certified mail, postage prepaid, return receipt requested, or delivered by prepaid overnight express mail, and addressed as follows

To Carrier:

Tennessee Independent Telecommunications Group, LLC d/b/a Iris Networks
211 Commerce Street, Suite 610
Nashville, TN 37201
ATTN: Richard Ebner, Chief Manager

To Citizens

Frontier, A Citizens Communications Company
180 S Clinton
Rochester, New York 14646
Attn: Director, Carrier Services

If personal delivery is selected to give notice, a receipt of such delivery shall be obtained. The address to which notices or communications may be given to either Party may be changed by written notice given by such Party to the other pursuant to this Section 27.

The Parties have caused this Collocation Agreement to be executed on their behalf on the dates set forth below.

TENNESSEE INDEPENDENT
TELECOMMUNICATIONS GROUP, LLC d/b/a
IRIS NETWORKS

By: Richard Ebner
Typed: Richard Ebner
Title: Chief Manager
Date: 5-6-05

CITIZENS TELECOMMUNICATIONS
COMPANY OF TENNESSEE L.L.C.

By: Richard D. Burson
Typed: Richard D. Burson
Title: SVP Revenue Assurance
Date: 5-10-05

ATTACHMENT 1

CENTRAL OFFICE PHYSICAL COLLOCATION

CENTRAL OFFICE PHYSICAL COLLOCATION

In consideration of the mutual covenants contained herein, the Company and Collocator hereby agree as follows

1 Scope of Attachment

A Subject to the terms and conditions herein, and in consideration of the payment by Collocator of all charges itemized in Attachment 2 – Pricing and charges otherwise made applicable by the terms of this Agreement, Company hereby grants to Collocator, and Collocator hereby accepts, a non-exclusive Agreement to occupy the Premises, for the sole and exclusive purpose of providing its customers with telecommunications services. All Collocator equipment placed on the Premise is and will be compatible with Company's central office equipment and will not interfere with the operation of that equipment.

B Any interconnection of Collocator's equipment or facilities to the Company's equipment or facilities will be governed by the applicable rules and regulations of governmental authorities having jurisdiction of the subject matter of this Agreement.

C If a Collocator occupies more than one Premises location within the Building, Collocator may interconnect its own equipment, dedicated to its use, contained in the two separate Premises locations; provided, however, that Collocator will be either responsible for supplying and installing the cabling between Collocator's Premises locations using Company-designated Inner Duct, or will separately contract with Company or order from the Tariff, as appropriate, this service. Collocator will be responsible for additional charges for use of such Inner Duct in accordance with the per-foot-charge. In the event Collocator chooses to install its own cabling, charges for supervision and inspection may apply as outlined in Attachment 1, Pricing.

D Collocator will not occupy or use the Premises, or permit the Premises to be occupied or used, for any purpose, act or thing, whether or not otherwise permitted by this Attachment, if the Company determines, in the exercise of its sole discretion, that such purpose, act or thing: (i) is in violation of any public law, ordinance or governmental regulation, (ii) may be dangerous to persons or property; (iii) may invalidate or increase the amount of premiums for any insurance policy carried on the Building or covering its operation, or (iv) violates the terms of this Attachment.

E In the event that Collocator requests additional collocation space, the request will be negotiated as a new request for collocation. To the extent reasonably possible, Company will make contiguous space available to Collocator.

2 Types of Physical Collocation

A Caged Collocation - all equipment physically collocated at Company's central offices shall be physically separated by a partition or fence from Company's central office equipment. Collocator will have access to its own equipment at the Premises, but shall not have access to Company's central office equipment.

B Cageless Collocation - all equipment physically collocated at Company's central offices shall not be separated by a partition unless Citizens chooses to at its own expense. Collocator will have access to its own equipment at the Premises, but shall not have access to Company's central office equipment. Citizens performs no repair, maintenance, installation on Collocator's equipment beyond the designated demarcation as shown in Exhibit A.

3 Condition of Premises Collocator represents to the Company that it has had an opportunity to inspect the Premises and that, subject to the completion of any construction work that needs to be completed prior to the Date of Occupancy, the Premises are in full compliance with the obligations of the Company under this Agreement.

4 Use of Common Areas Collocator, and its employees, agents and invitees will have a non-exclusive right to use those portions of the common area of the Building as are designated by the Company in Exhibit A, which

may be revised by the Company from time to time, including, but not limited to, the right to use corridors and other access ways from the entrance to the Building, the Premises, and the parking areas adjacent to the Building for vehicles of persons while working for or on behalf of Collocator at the Premises, provided, however, that if Company provides a separate entrance to the Premises, Collocator will not have a right to enter areas reserved for the Company's equipment and operations and the Company has the right to reserve parking spaces for Company's exclusive use or use by other occupants of the Building or otherwise restrict access to any area not designated as a common area. The Company hereby notifies Collocator that the common areas designated in Exhibit A do not include rest room facilities or water fountains and that the Company makes no guarantee that such facilities will be available. Collocator, and its employees, agents and invitees will have access to other areas outside of the designated common areas, including rest rooms, only if granted on an individual-case basis by Company personnel on site. All common areas will remain under the exclusive control and management of the Company, and Company will have the right to change the level, location and arrangement of parking areas, and other common areas will be subject to such reasonable rules and regulations as Company may from time to time impose.

5 Company's Services and Obligations For the Term of this Attachment, unless earlier terminated, the Company will furnish the following services:

A Environmental Controls As agreed by the Company and Collocator and shown in Exhibit C, the Company will furnish air conditioning and/or other environmental controls for the area in which the Premises is located to the extent such controls are already in place at the site. The Company will not be required to provide environmental controls over and beyond the standard equipment already in use by the Company in the normal operation of the site. Collocator hereby represents to Company such controls as exist and as are listed in Exhibit C are sufficient to allow the Collocator Owned Equipment (COE) to function without risk of harm or damage to the Premises, the Building or any equipment or facilities of Company or any other occupant of the Building.

If Collocator locates equipment or facilities in the Premises that the Company determines, in the exercise of its sole discretion, affect the temperature or other environmental conditions otherwise maintained by the Company in the Building, the Company reserves the right to provide and install supplementary air conditioning units or other environmental control devices in the Premises, and the cost of providing, installing, operating and maintaining any such supplementary air conditioning units or other environmental control devices made necessary solely by Collocator's equipment or facilities will be paid by Collocator to the Company.

If COE requires cooling capability in excess of that normally provided by the Company for its own equipment, the costs of any required supplementary air conditioning required by Collocator will be paid by Collocator to Company.

B Electricity Electricity will be provided by Company in sufficient amount to provide ordinary lighting, heating and air conditioning of the Premises. If Collocator requires additional electrical capacity, such capacity will be supplied by the Company; provided, however, that the provision of such electricity will be contingent upon Collocator paying the Company an additional fee, in an amount to be agreed upon by the parties, for such additional electricity. Notwithstanding any other provisions of this Attachment to the contrary, Company reserves the right to monitor Collocator's use of electricity to determine if the electricity provided is sufficient to support the activity being carried out by the Collocator at the Premises. If Company reasonably determines that the electricity provided to Collocator is insufficient to support the activity being carried on by the Collocator in the Premises, the Company may, after twenty (20) days written notice to Collocator, require the installation of additional electricity and Collocator will reimburse the Company for any expenses incurred in making such additional electrical circuits available to Collocator's Premises and providing such additional electricity.

Collocator covenants and agrees that its use of electric current will never exceed the capacity of existing feeders to the Building or the Premises, when reviewed in conjunction with electrical usage of other occupants in the Building.

C Fire Safety System Subject to the provisions of Section 7 (E) hereof, the Company may furnish an existing Halon 1301 Fire Suppression System, or may, but is not obligated to, provide its equivalent, to provide fire protection in the Premises designed to comply with the National Fire Protection Association ("NFPA") 12A Standard on Halon 1301 Fire Extinguishing Systems or with NFPA standard 2001 dealing with alternative fire suppression agents. Company will furnish fire and smoke detection systems designed to comply with the NFPA 72E Standard on Automatic Fire Detectors in effect as of the collocation date.

The Company will provide stand alone fire extinguishers in common areas as required by applicable fire codes, but Collocator will have sole responsibility for such extinguishers within the Premises

The Company and the Company's insurance carriers will perform regular inspections of fire protection systems, and Collocator hereby agrees to provide Company and Company's insurance carriers access to the Premises for the purposes of such inspections, via pass key or otherwise. Company agrees to provide Collocator with notice of its intent to access Collocator's Premises where, in Company's sole discretion, such notice is practicable, provided, however, that no failure of Company to give such notice will affect Company's right of access or impose any liability on Company. Company will, at its expense, maintain and repair the fire and smoke detection systems unless maintenance or repair is required due to the act or omission of Collocator, its employees, agents or invitees, in which case Collocator will reimburse Company for the cost of such repair or replacement. If a Halon or alternative fire suppression system is in place, the Collocator will, if at fault, and at Company's option, replace Halon or other fire extinguishing material discharged as a result of Collocator's act or omission. Collocator will have no duty to inspect fire protection systems outside the Premises; provided, however, if Collocator is aware of damage to the fire protection systems it will promptly notify Company.

Collocator is aware the Premises will contain a fire detection and may contain a fire suppression system. In the event of discharge, the Company is relieved of all liability for damage to equipment or for personal injury except in cases where such damage to equipment or personal injury is due to the gross negligence or willful misconduct of the Company, its officers, agents or employees.

D. Security Service Company will furnish Building and Property security in accordance with its normal business practices, including, but not limited to, operating an alarm system on Collocator's entrance to the Building as designated in Exhibit A, and requiring that Collocator, or any of its employees, agents or invitees call the Company's security officer immediately upon entering the Building. Other than the locks on the entrances to the Premises, Company will provide no security specific to Collocator's Premises. Company will not be liable to Collocator or any other party for loss of or damage to the Premises or COE unless Company has failed to provide Building and Property security in accordance with its normal business practices.

E. Repairs Company will, at its sole expense, except as hereinafter provided, provide repair and maintenance of heating, cooling and lighting equipment and regularly scheduled refurbishments to the Premises, Building and Property, in a manner consistent with the Company's normal business practices.

Company will not be obligated to inspect the Premises, make any repairs or perform any maintenance unless first notified of the need in writing by Collocator. If Company fails to commence such repairs or maintenance within 20 days after written notification, provided that such delays are not caused by Collocator, Collocator's sole right and remedy will be, after further notice to Company, to make such repairs or perform such maintenance and submit invoices for costs incurred to the Company; provided, however, that the amount of such deduction will not exceed the reasonable value of such repairs or maintenance.

Company will, where practical, provide Collocator with twenty-four (24) hours prior notice before making repairs and/or performing maintenance on the Premises, provided, however, that Company will have no obligation to provide such notice if Company determines, in the exercise of its sole discretion, that such repair or maintenance must be done sooner in order to preserve the safety of the Building or the Premises, or if required to do so by any court or governmental authority. Work will be completed during normal working hours or at other times identified by Company, provided, however, that Collocator will pay Company for overtime and for any other expenses incurred if such work is done during other than normal working hours at Collocator's request. Collocator will have the right, at its sole expense, to be present during repair or maintenance of the Premises.

The cost of all repairs and maintenance performed by or on behalf of Company to the Premises that are, in Company's reasonable judgment, beyond normal repair and maintenance, or are made necessary as a result of misuse or neglect by Collocator or Collocator's employees, agents or invitees, will be paid by Collocator to Company within fifteen (15) days after being billed for such repairs and maintenance by Company.

F. Interruption of Services Company reserves the right to stop any service when Company deems such stoppage necessary by reason of accident or emergency, or for repairs, improvements or otherwise, however, Company agrees to use its best efforts not to interfere with Collocator's use of Premises. Company does not warrant that any service will be free from interruptions caused by labor controversies, accidents, inability to obtain fuel, water or supplies, governmental regulations, acts of God, or other causes beyond the reasonable control of Company.

No such interruption of service will be deemed an eviction or disturbance of Collocator's use of the Premises or any part thereof, or render Company liable to Collocator for damages, by abatement of applicable charges or fees or otherwise, except as set forth herein or in any applicable Tariff, or relieve Collocator from performance of its obligations hereunder, and, except as otherwise provided herein or in the Agreement or in any applicable Tariff or in the case of Company's gross negligence or willful misconduct, Collocator waives and releases all other claims against Company for damages for interruption or stoppage of service.

Upon at least 30 days written notice to Collocator where practicable, Company will have the right to reduce heat, light, water and power as required by any mandatory or voluntary conservation programs.

G. Other Items The Company will furnish all items specified on Exhibit B attached hereto and incorporated herein by reference.

H. Collocator Right Of Access Subject to reasonable building rules and any applicable Security Arrangements, Collocator will have the right of entry twenty-four (24) hours per day to the Premises and common areas.

Company, at Collocator's expense, may issue nonemployee photo identification cards for each Collocator employee or vendor. Temporary identification cards may otherwise be provided by Company for employees or agents, contractors and invitees of Collocator who may require occasional access to the Premises.

Company may issue access cards, codes, or keys to Collocator's listed employees or vendors where such systems are available and their use by Collocator will not otherwise compromise building security.

Company reserves the right to close and keep locked all entrance and exit doors of the Building during hours Company may deem advisable for the adequate protection of the Building. Use of the Building at any time it is unattended by appropriate Company personnel, or on Sundays and state and federal or other holidays recognized by Company, or, if Collocator's premises is not fully segregated from the areas of the Building containing Company equipment, may result in Collocator requiring security accompaniment and will be subject to such reasonable rules and regulations as Company may from time to time prescribe and can be found at <http://carrier.frontiercorp.com/crtf/carrier/colloc/CollocationGuide.pdf>.

I. Collocator Owned Equipment (COE) The Company will not be responsible for the design, engineering, testing, maintenance or performance of COE.

6 Collocator's Obligations

A. Access Right of Company Collocator will allow Company access to its Premises at all times, via pass key or otherwise, to allow Company to react to emergencies, to maintain the space (not including COE), and to monitor compliance with the rules and regulations of the Occupational Health and Safety Administration or Company, or other regulations and standards including but not limited to those related to fire, safety, health, and environmental safeguards. Except in emergencies or unless Collocator has waived such notice elsewhere in this Attachment, and if conditions permit, Company will provide Collocator with notice of its intent to access the Premises, thereby providing Collocator the option to be present at the time of access. Collocator will not attach, or permit to be attached, additional locks or similar devices to any door or window, nor change existing locks or the mechanism thereof.

B. Inspection and Janitorial Collocator will promptly notify Company of any damage to the Premises or of the need to perform any repair or maintenance of the Premises, fixtures and appurtenances (including hardware, heating, cooling, ventilating, electrical and other mechanical facilities in the Premises).

C. Fire Protection Systems Collocator will, with the prior written consent of Company, have the right to provide additional fire protection systems within the Premises; provided, however, that Collocator may not install or use sprinklers or any other water or carbon dioxide fire suppression systems within the Building or the Premises. If any governmental bureau, department or organization or Company's insurance carrier requires that changes, modifications, or alterations be made to the fire protection system, or that additional stand alone fire extinguishing, detection or protection devices be supplied within the Premises, because of Collocator's equipment, such changes, modifications or additions will be made by Company and Collocator will reimburse Company for the cost thereof. If any governmental bureau, department or organization or Company's insurance carrier requires that changes or modifications be made to the fire protection system or that additional stand alone fire extinguishing, detection or protection devices be supplied within that portion of the Building in which the Premises of Collocators in general are located and such changes are the direct result of the Collocator's equipment, such changes, modifications, or additions will be made by Company and Collocator will reimburse Company for the cost thereof in the same proportion as the square footage of the Collocator's Premises as compared to the total square footage of all Collocators' Premises in the affected portion of the Building.

D. Hazardous Materials Collocator will identify and will notify Company in writing of any Hazardous Materials Collocator may bring onto the Property and will provide Company copies of any inventories or other data provided to State Emergency Response Commissions ("SERCs"), Local Emergency Planning Committees ("LEPCs") or any other governmental agencies if required by the Emergency Planning and Community Right to Know Act (41 U.S.C. 11001, et seq.). Collocator, its agents and employees will transport, store and dispose of Hazardous Materials in accordance with all applicable federal, state or local laws, ordinances, rules and regulations. Collocator will promptly notify Company of any releases of Hazardous Materials and will copy Company on any notification of or correspondence with any governmental body as a result of such release.

Collocator will provide Company copies of all Material Safety Data Sheets ("MSDSs") for materials or chemicals regulated under the OSHA Hazard Communication Standard (29 C.F.R. 1910.1200) that are brought onto the property. All such materials will be labeled in accordance with 29 C.F.R. 1910.1200, and applicable state regulations if such regulations are more stringent.

If Company discovers that Collocator has brought onto Company's Property Hazardous Materials without notification, or is storing or disposing of such materials in violation of any applicable environmental law, Company may, at Company's option and without penalty, terminate this Attachment or suspend performance hereunder. Collocator will be responsible for, without cost to Company, the complete remediation of any releases or other conditions caused by its storage, use or disposal of Hazardous Materials. Collocator will also be responsible for removing and disposing of all Hazardous Materials on its Premises at the termination of this Attachment. If Company elects to terminate this Attachment or discontinue the performance of services hereunder due to the storage, use or disposal of Hazardous Materials, Collocator will have no recourse against Company and will be responsible for all costs and expenses associated with such termination or suspension of service in addition to being responsible for any remedies available to Company for defaults under this Attachment.

Collocator will indemnify and hold harmless Company, its successors and assigns against, and in respect of, any and all damages, claims, losses, liabilities and expenses, including, without limitation, all legal, accounting, consulting, engineering, and other expenses, which may be imposed upon, or incurred by, Company or asserted against Company by any other party or parties (including, without limitation, Company's employees and/or contractors and any governmental entity) arising out of, or in connection with, Collocator's use, storage or disposal of Hazardous Materials.

For purposes of this Section, "Hazardous Materials" will mean any toxic substances and/or hazardous materials or hazardous wastes (including, without limitation asbestos and lead antimony batteries,) as defined in, or pursuant to the OSHA Hazard Communication Standard (29 CFR Part 1910, Subpart Z), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901, et seq.), or regulations adopted pursuant to those statutes, the Toxic Substances Control Act (15 U.S.C. Section 2601 et seq.) or any other federal, state or local environmental

law, ordinance, rule or regulation. The provisions of this Section will survive the termination, cancellation, modification or rescission of this Attachment

E. Various Prohibited Uses Collocator will not do or permit anything to be done upon the Premises, or bring or keep anything thereon that is in violation of any federal, state or local laws or regulations (including environmental laws or regulations not previously described), or any rules, regulations or requirements of the local fire department, Fire Insurance Rating Organization, or any other similar authority having jurisdiction over the Building. Collocator will not do or permit anything to be done upon the Premises that may in any way create a nuisance, disturb, endanger, or otherwise interfere with the telecommunications services of Company, any other occupant of the Building, their patrons or customers, or the occupants of neighboring property, or injure the reputation of the Property. Collocator will not, without the prior written consent of Company: (i) install or operate any lead-acid batteries, refrigerating, heating or air conditioning apparatus or carry on any mechanical business in the Premises, (ii) use the Premises for housing, lodging or sleeping purposes; (iii) permit preparation or warming of food, presence of cooking or vending equipment, sale of food or smoking in the Premises; or (iv) permit the use of any fermented, intoxicating or alcoholic liquors or substances in the Premises or permit the presence of any animals except those used by the visually impaired. Company may, in its sole discretion, withhold such consent, or impose any condition in granting it, and revoke its consent at will.

F. Rules of Conduct Collocator, its employees, agents, contractors, and invitees will (i) comply with all rules and regulations that Company may from time to time adopt for the safety, environmental protection, care, cleanliness, and/or preservation of the good order of the Building, the Property and the Premises and its tenants and occupants, and (ii) comply, at its own expense, with all ordinances that are applicable to the Premises and with all lawful orders and requirements of any regulatory or law enforcement agency requiring the correction, prevention and abatement of nuisances in or upon the Premises during the Term of this Attachment or any extension hereof.

G. Alterations Collocator will not make installations, alterations or additions in or to the Premises without submitting plans and specifications to Company and securing the prior written consent of Company in each instance. Company's consent will not be unreasonably withheld or unduly delayed for non-structural interior alteration to the Premises that do not adversely affect the Building's appearance, value, structural strength and mechanical integrity. Such work will be done at the sole expense of Collocator.

All installations, alterations and additions will be constructed in a good and workmanlike manner and only new and good grades of material will be used, and will comply with all insurance requirements, governmental requirements, and terms of this Attachment. Work will be performed at such times and in such manner as to cause a minimum of interference with Company's transaction of business. Collocator will permit Company to inspect all construction operations within the Premises and to approve contractors, which approval will not be unreasonably withheld. If alterations are made by Collocator's contractors, Collocator will furnish to Company prior to commencement thereof, building permits and certificates of insurance or performance bonds of Collocator's contractors and sub-contractors. Any such insurance to be provided by Collocator's contractors or sub-contractors will provide for coverage in amounts not less than as required by Company of Collocator under this Attachment. Upon completion of any installation, alteration or addition, contractor's affidavits and full and final waivers of lien covering all labor and material expended and used will be furnished to Company. Collocator and its contractors and sub-contractors will hold Company harmless from all claims, costs, damages, liens and expenses that may arise out of or be connected in any way with installations, alterations or additions.

All installations, alterations and additions that take the form of fixtures, except trade fixtures including but not limited to fiber, SONET equipment and other rack mounted equipment, placed in the Premises by and at the expense of Collocator or others will become the property of Company, and will remain upon and be surrendered with the Premises. Upon termination of this Attachment, however, Company will have the right to require Collocator to remove such fixtures and installations, alterations or additions at Collocator's expense, and to surrender the Premises in the same condition as it was prior to the making of any or all such improvements, reasonable wear and tear excepted.

All fixtures and other equipment to be used by Collocator in, about or upon the Premises will be subject to the prior written approval of Company, which will not be unreasonably withheld.

H Fireproofing Policy. Collocator will not cut or drill into, drive nails or screws into, install conduit or wires, or in any way deface any part of the Premises or the Building, outside or inside, without the prior written consent of Company. If Collocator desires signal, communications, alarm or other utility or service connections installed or changed, the same will be made by and at the expense of Collocator. Company will have the right of prior approval of such utility or service connections, and will direct where and how all connections and wiring for such service will be introduced and run. In all cases, in order to maintain the integrity of the Halon space for proper Halon concentration, and to ensure compliance with Company's fireproofing policy, any penetrations by Collocator, whether in the Premises, the Building or otherwise, will be sealed as quickly as possible by Collocator with Company approved fire barrier sealant, or by Company at Collocator's cost.

I Overload Any Floor. Collocator will not exceed the Uniformly Distributed Live Load Capacity which will not exceed the point load capacity for 4-6 inches of reinforced concrete.

J. Signs. Collocator will not paint, display, inscribe or affix any sign, trademark, picture, advertising, notice, lettering or direction on any part of the outside or inside of the Building, or on the Premises, without the prior written consent of Company.

K Advertising. Collocator will not use the name of the Building or Company for any purpose other than that of the business address of Collocator, or use any picture of likeness of the Building on any letterhead, envelope, circular, notice, or advertisement, without the prior written consent of Company.

L Articles Sold. Collocator will not exhibit, sell or offer for sale, rent or exchange in the Premises or on the Property any article, thing or service except those ordinarily embraced within the use of the Premises specified in Section 1 of this Attachment without the prior written consent of Company.

M. Cleanliness and Obstruction of Public Areas. Collocator will not place anything or allow anything to be placed near the glass of any door, partition or window that Company determines is unsightly from outside the Premises; or take or permit to be taken in or out of other entrances of the Building, or take or permit to be taken on any passenger elevators, any item normally taken through service entrances or elevators, or whether temporarily, accidentally, or otherwise, allow anything to remain in, place or store anything in, or obstruct in any way, any passageway, exit, stairway, elevator, or shipping platform. Collocator will lend its full cooperation to keep such areas free from all obstruction and in a clean and sightly condition, move all supplies, furniture and equipment directly to the Premises as soon as received, and move all such items and waste, other than waste customarily removed by employees of the Building.

N Equipment Grounding. COE will be connected to Company's grounding system. Central office grounding must be engineered and constructed to meet producers, absorbers, non-isolated and isolated PANI (Producers, Absorbers, Grounds to Non-Isolated Ground Zone, and Isolated Ground Zone Equipment) standards.

O Representations and Warranties. Collocator hereby represents and warrants that the information provided to Company in any application or other documentation relative to Collocator's request for Central Office Space Lease and License is and will be true and correct. Any violation of this Section will be deemed a material breach of this Attachment.

7 Rights Reserved to Company. Company will have the following rights, and others not specifically excluded in this Attachment, exercisable without notice and without liability to Collocator for damage or injury to property, person or business (all claims for damage being hereby released), and without effecting an eviction or disturbance of Collocator's use or possession or giving rise to any claim for offsets, or abatement of rent:

A. To designate any and all spaces to be occupied by Collocator's facilities and equipment under this Attachment,

B To change the name or street address of the Building,

C To install and maintain signs on the exterior and interior of the Building or anywhere on the Property,

D. To have pass keys or access cards with which to unlock all doors in the Premise, excluding Collocator's safes,

E. To enter the Premises for the purposes of examining or inspecting same and of making such repairs or alterations as Company deems necessary (Collocator hereby waives any claim for damage, injury, interference with Collocator's business, any loss of occupancy or quiet enjoyment of the Premises and any other loss occasioned by the event except where such damages result solely from the gross negligence or willful misconduct of Company),

F. To use any means Company may deem proper to open Premises' doors in an emergency. Entry into the Premises obtained by Company by any such means will not be deemed to be forcible or unlawful entry into or a detainment of or an eviction of Collocator from the Premises or any portion thereof,

G. To utilize the space within the Building in such a manner as will best enable it to fulfill its own service requirements,

H. To require all persons entering or leaving the Building during such hours as Company may from time to time reasonably determine to identify themselves to a watchman by registration or otherwise and to establish their right to leave or enter, and to exclude or expel any solicitor or person at any time from the Premises or the Property. Company assumes no responsibility and will not be liable for any damage resulting from the admission or refusal to admit any authorized or unauthorized person to the Building, provided that such damage is not the result of gross negligence or willful misconduct on the part of the Company,

I. To approve the weight, size and location of safes, computers and all other heavy articles in and about the Premises and the Building, and to require all such items and other office furniture and equipment to be moved in and out of the Building or premises only at such times and in such a manner as Company will direct and in all events at Collocator's sole risk and responsibility;

J. At any time, to decorate and to make, at its own expense, repairs, alterations, additions and improvements, structural or otherwise, in or to the Premises, the Property, or any part thereof (including, without limitation the permanent or temporary relocation of any existing facilities such as parking lots or spaces), and to perform any acts related to the safety, protection or preservation thereof, and during such operations to take into and through the Premises or any part of the Property all materials and equipment required, and to close or suspend temporarily operation of entrances, doors, corridors, elevators or other facilities, provided that Company will limit inconvenience or annoyance to Collocator as reasonably possible under the circumstances,

K. To do or permit to be done any work in or about the Premises or the Property or any adjacent or nearby building, land, street or alley,

L. To grant to anyone the exclusive right to conduct any business or render any service on the Property, provided such exclusive right will not operate to exclude Collocator from the use expressly permitted by this Attachment, unless Company exercises its right to terminate this Attachment with respect to all or a portion of the Premises,

M. To close the Building at such reasonable times as Company may determine, subject to Collocator's right to admittance under such reasonable regulations as will be prescribed from time to time by Company

N. Company will have the right to upgrade or replace its equipment at the subject central office. In the event that Company determines to make such equipment upgrades or replacements, it will give Collocator six months advance notice of such changes. It will be Collocator's responsibility to ensure that its equipment remains compatible with Company's upgraded or new equipment.

O. If it becomes necessary in Company's reasonable judgment, and there are no other reasonable alternatives, to require Collocator to move to equivalent space in the Building upon receipt of sixty (60) days written

notice from Company, in which event, Company will pay all moving costs, and any other costs associated with the relocation and the Attachment Fee provided for herein will remain the same,

P To perform all work, using Company employees or contractors, necessary to ready the Premises for Collocator's use;

Q To exercise all other rights reserved by Company pursuant to the provisions of this Attachment, and

R To inspect the installation of COE in the Premises prior to the connection of COE to Company facilities.

8 Insurance. Collocator, at its expense, will maintain at all times during the Term the following insurance policies (a) fire insurance, including extended coverage, vandalism, malicious mischief, sprinkler leakage and water damage coverage and demolition and debris removal, insuring the full replacement cost of all improvements, alterations or additions to the Premises made at Collocator's expense, and all other property owned or used by Collocator and located in the Premises, (b) commercial general liability insurance, contractual liability insurance and property damage insurance with respect to the Building and the Premises, with limits not less than \$1,000,000 combined single limit for personal injury, sickness or death or for damage to or destruction of property for any one occurrence, and (c) insurance against such other risks and in such other amounts as may from time to time reasonably be required. The form of all such policies and deductibles thereunder will be subject to Company's reasonable approval. All such policies will be issued by insurers reasonably acceptable to Company and licensed to do business in the State of Tennessee. In addition, the policies will name Company and any other parties designated by Company as additional insured, will require at least thirty (30) days' prior written notice to Company of termination or modification and will be primary and not contributory. Collocator will, at least ten (10) days prior to the Date of Occupancy, and within ten (10) days prior to the expiration of such policy, deliver to Company certificates evidencing the foregoing insurance or renewal thereof, as the case may be.

9 Partial Destruction. If the Premises or a portion thereof sufficient to make the Premises substantially unusable will be destroyed or rendered unoccupiable by fire or other casualty, or if Company fails to timely cure a default as described in Section 18 herein, it is assumed Collocator will have the right to terminate this Attachment immediately without liability to Company.

Notwithstanding any other provision of this Attachment to the contrary, if any casualty is the result of any act, omission or negligence of Collocator, its agents, employees, contractors, Collocators' customers or business invitees, unless Company otherwise elects, this Attachment will not terminate, and, if Company elects to make such repairs, Collocator will reimburse Company for the cost of such repairs, or Collocator will repair such damage, including damage to the Building and the area surrounding it, and the Attachment Fee will not abate.

If the Building is damaged by fire or other casualty to the extent that portions are rendered unoccupiable, notwithstanding that the Premises may be directly unaffected, Company may, at its election within ninety (90) days of such casualty, terminate this Attachment by giving written notice of its intent to terminate this Attachment. The termination as provided in this paragraph will be effective thirty (30) days after the date of the notice.

10. Eminent Domain. If the Property, or any portion thereof which includes a substantial part of the Premises, is taken or condemned by any competent authority for any public use or purpose, the Term of this Attachment will end upon, and not before, the date when the possession of the part so taken will be required for such use or purpose. If any condemnation proceeding is instituted in which it is sought to take or damage any part of the Property, or if the grade of any street or alley adjacent to the Property is changed by any competent authority and such change of grades makes it necessary or desirable to remodel the Property to conform to the changed grade, Company will have the right to terminate this Attachment upon not less than thirty (30) days notice. No money or other consideration will be payable by Company to Collocator for such cancellation, and the Collocator will have no right to share in the condemnation award or in any judgment for damages caused by such eminent domain proceedings.

11 Attachment Termination At the termination of this Attachment by lapse of time or otherwise

A Surrender of Keys Collocator will surrender all keys, access cards and Company-provided photo identification cards to the Premises and the Building to Company, and will make known to Company the combination of all combination locks remaining on the Premises

B Vacate Premises Collocator will remove its equipment from the Premises within thirty (30) days.

C. Return of Premises Collocator will return to Company the Premises and all equipment and fixtures of Company in as good a condition and state of repair as when Collocator originally took possession, normal wear and tear or damage by fire or other casualty excepted. Collocator will be responsible to Company for the cost of any repairs that will be made necessary by the acts or omissions of the Collocator or of its agents, employees, contractors or business invitees. Company reserves the right to oversee Collocator's withdrawal from the Premises and Collocator agrees to comply with all directive to return the Premises in other than its original condition on the Date of Occupancy, provided, however, that Collocator will not be responsible for putting the Premises in other than its original condition if to do so would put Collocator to additional expense above and beyond that which would be necessary to return the Premises in its original condition.

D Removal of Additions All installations, additions, hardware, non-trade fixtures and improvements, temporary or permanent, except movable furniture and equipment belonging to Collocator, in or upon the Premises, whether placed there by Collocator or Company, will be Company's property and will remain upon the Premises, all without compensation, allowance or credit to Collocator; provide, however, that if at such termination or within ten (10) days thereafter, Company so directs, Collocator will promptly remove the installations, additions, hardware, non-trade fixtures and improvements, placed in or upon the Premises by Collocator, failing which Company may remove the same, and Collocator, failing which Company may remove the same, and Collocator will, upon demand, pay to Company the cost of such removal and of any necessary restoration of the Premises. No cable will be removed from Inner Duct except as directed by Company.

E Property Presumed Abandoned All fixtures, installations, and personal property belonging to Collocator not removed from the Premises within thirty (30) days after termination of this Attachment and not required by Company to have been removed as provided in this Attachment, will be conclusively presumed to have been abandoned by Collocator and title thereto will pass to Company under this Attachment as if by a Bill of Sale

F Delay of Surrender If the Premises is not surrendered at the termination of the Attachment, Collocator will indemnify Company against loss or liability resulting from delay by Collocator in so surrendering the Premises, including, without limitation, any claims made by any succeeding tenant founded on such delay.

12 Remedies of Company All rights and remedies of Company herein enumerated will be cumulative and none will exclude any other right or remedy allowed by law

A Default If Collocator defaults in the prompt payment of any portion of the charges (and such default will continue for thirty (30) or more days after it is due and payable) or in the performance or observance of any other provision of this Attachment (and such default will continue for twenty (20) or more days after notice thereof will have been given to Collocator), then Collocator will be deemed in default and Company may enforce the performance of this Attachment in any manner provided by law

Unless Collocator cures the default upon the date and time set forth in the notice, Company will have the right, without further notice or demand, to (i) terminate Collocator's right to possession, without terminating this Attachment, or re-enter and remove all person and property without prejudice to Company's remedies for breach of contract, or arrears of Total Fees, and (ii) resume possession of the Premises occupied by Collocator and declare the term of this Attachment ended and terminate all unpaid Total fees due under this Attachment for the remainder of the original term hereof

If the default complained of is of such a nature that it can be rectified or cured, but cannot with reasonable diligence be completed within a twenty (20) day period, then such default will be deemed to be rectified or cured if Collocator

will, within the twenty (20) day period, commence to rectify and cure with all due diligence and, in any event, within forty (40) days from the date of giving such notice

B Surrender of Premises Upon any termination of this Attachment, whether by lapse of time or otherwise, or upon any termination of Collocator's right to possession without termination of this Attachment, Collocator will surrender possession thereof to Company, and hereby grant to Company full and free license to enter into and upon the Premises in such event with or without process of law and to expel or remove any and all property, without being deemed in any manner guilty of trespass, eviction or forcible entry or conversion of property, and without relinquishing any other right given to Company hereunder or by operation of law.

C Expenditures by Company Whenever under any provision of this Attachment, Collocator will be obligated to make any payment or expenditure, or to do any act or thing, or to incur any liability whatsoever, and Collocator fails, refuses or neglects to perform as required herein, Company will be entitled, but will not be obligated, to make any such payment or to do any such act or thing, or to incur any such liability, all on behalf of and at the cost and for the account of Collocator. In such event, the amount thereof with interest thereon as hereinafter provided, will be collectible on demand. All such interest amounts will be at lower of the rate of 1 5% per month or the highest lawful rate calculated per month until repayment by Collocator in full.

D Sale of Building or Change in Building Lease Terms If the owner of the Building or Company sells, transfers or assigns any interest in the Building, or there is any material change in the Lease to which the Building is subject, and such sale, transfer, assignment or material change in the Lease gives rise to an obligation which is inconsistent with this Attachment, Company's performance under this Attachment will be excused to the extent of the inconsistency. Company hereby agrees that it will use its reasonable efforts to avoid any such inconsistency, provided, however, that this obligation will in no way obligate Company to incur any out of pocket expenses in its efforts to avoid such inconsistencies.

13 Bankruptcy If any voluntary or involuntary petition or similar pleading under any sections of any bankruptcy act will be filed by or against a Collocator, or any voluntary or involuntary proceeding in any court or tribunal will be instituted to declare Collocator insolvent or unable to pay Collocator's debts, or Collocator makes an assignment for the benefit of its creditors, or a trustee or receiver is appointed for Collocator or for the major part of Collocator's property, Company may, if Company so elects but not otherwise, and with or without notice of such election or other action by Company, forthwith terminate this Attachment.

14 Proprietary Information Company agrees to hold in confidence information provided to it by Collocator pursuant to this Attachment, as well as information known to Company as a result of the interconnection of equipment contained in Premises to Company facilities and services if such information is of a competitive nature. Similarly, Collocator agrees to hold in confidence information provided to it by Company pursuant to this Attachment, as well as information known to Collocator as a result of its presence on the Property if such information is of a competitive nature. Neither party is obligated to hold in confidence information that:

confidential,

- (1) was already known to the Party free of any obligation to keep such information
- (2) was or becomes publicly available by other than unauthorized disclosure, or
- (3) was rightfully obtained from a third party not obligated to hold such information in confidence.

15 Asbestos Collocator is aware the Building in which the Premises is located may contain or have contained asbestos or asbestos containing building materials, and Collocator hereby releases and agrees to hold Company harmless from any and all liability to Collocator or any of its employees, agents or invitees as a result thereof.

16 Subordination This Attachment will at all times be subject and subordinate to the lien of any mortgage (which term will include all security instruments) that may be placed on the Premises and Collocator agrees, upon demand, to execute any instrument as may be required to effectuate such subordination.

17. Binding Effect and Assignment Subject to the terms of Section 4 of this Attachment, Company and Collocator agree that this Attachment will bind and inure to the benefit of the respective successors and assigns of both Company and Collocator.

18. No Partnership Nothing contained in this Attachment will be deemed or constructed by the parties hereto or by any third party to create the relationship of principal and agent, partnership, joint venturers or any other association between Company and Collocator.

19. Miscellaneous.

A Unenforceable Provisions If any term, provision, covenant or condition of this Attachment, or any application thereof, should be held by a court or regulatory agency to be invalid, void, or unenforceable, the remainder of this Attachment, and all applications thereof, not held invalid, void or unenforceable, will continue in full force and effect and will in no way be affected, impaired or invalidated thereby

At Company's option, any changes, additions or modifications, either approved or mandated by a regulatory agency, affecting the application of this Attachment or the licensing of Company's buildings or the interconnection of services to Company's telecommunications network will either be incorporated into this Attachment with written notification, consistent with terms identified by the agency, or the Attachment will be terminated with no liability to Company. Collocator agrees to accept any decision by Company in this regard; provided, however, Company will work with Collocator to minimize impact to the Collocator's business.

C Contingency This Attachment is subject to change, modification, or cancellation as may be required by a regulatory authority or court in the exercise of its lawful jurisdiction

E Headings The headings of this Attachment are for convenience only and will not be used to construct or modify the terms of this Attachment

F Execution in Counterparts This Attachment may be executed in copies, each of which will constitute an original, but any of which taken together will constitute one in the same document. In the event of a conflict between the provisions of any original Attachment with the provisions of any other original Attachment, the provisions of Company's original Attachment will govern and control

G Execution of Additional Documents At the request of either Company or the Collocator, the parties agree to execute, in recordable form, a memorandum of this Attachment which may contain any information with respect to this Attachment, desired by either party, covering the Premises, Building or Property. Both parties hereby consent to the recording of such a memorandum

H Brokers Collocator warrants that it has had no dealings with any broker or agent in connection with this Attachment, and covenants to pay, hold harmless and indemnify Company from and against any and all cost, expense or liability for any compensation, commissions and charges claimed by any broker or agent with respect to this Attachment or the negotiation thereof

I Waiver of Default Company and Collocator agree that the waiver by either party of a breach of any term, covenant, or condition contained herein will not be deemed a waiver of any subsequent breach of the same or any other term, covenant or condition

J Changes to Attachment This Attachment and all of its terms, provisions, covenants and conditions cannot be changed or terminated orally. This Attachment may only be modified or amended by an instrument in writing executed by Company and Collocator

K Attachment Effective Submission of this instrument for examination or signature by Company does not constitute a reservation of or option for Attachment, and it is not effective, as an Attachment or otherwise, until execution and delivery by both Company and Collocator.

L. Representations. Neither Company nor its agents have made any representation or warranties with respect to the Premises of this Attachment except as expressly set forth herein, no rights, easements, or leases will be acquired by Collocator by implication or otherwise unless expressly set forth herein.

M Work Stoppages. In the event of work stoppages, Company may establish separate entrances for use by personnel of Collocator. Collocator will comply with any emergency operating procedures established by Company to deal with work stoppages

N Governing Law The Laws of the State of Tennessee will govern the validity, construction, performance and effect of this Attachment

O Authorized Representatives The individuals executing this Attachment on behalf of Collocator represent and warrant to Company they are fully authorized and legally capable of executing this Attachment on behalf of Collocator.

EXHIBIT A

PLAN OF PREMISES

The Premises consists of that area outlined in red or heavy line on the plan affixed (excluding from the foregoing, if any, elevator shafts, flues, pipes; shafts, vertical and horizontal ducts or conduits; pillars, demising walls; electrical boxes, fire hose cabinets, and stair

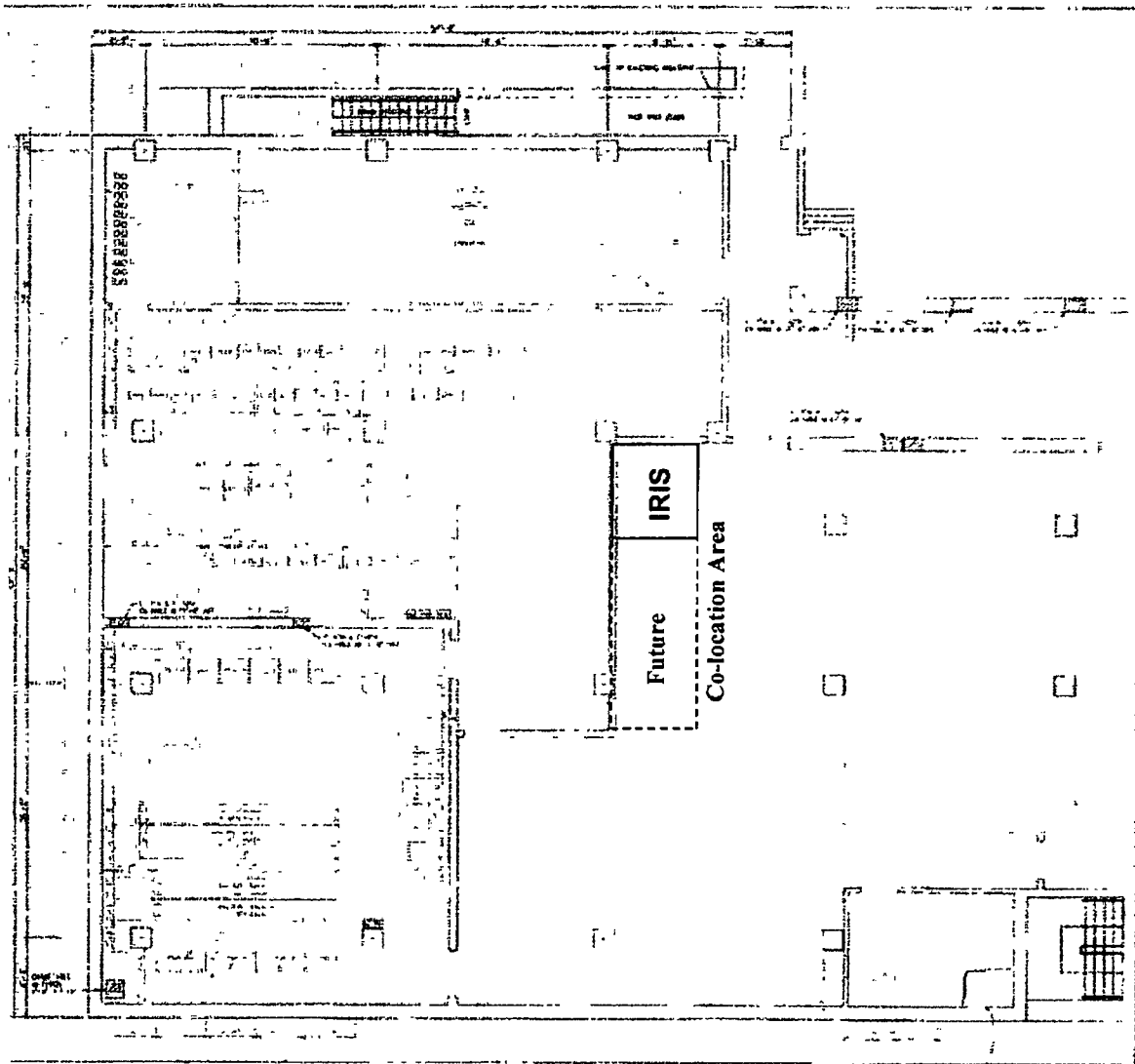


EXHIBIT B

ITEMS PROVIDED BY COMPANY

None except as Collocator may:

- (1) Order out of Company's Tariff**
- (2) Order out of the Attachment 2 to this Agreement**
- (3) Order and pay for on an individual case basis**

[illegible]



COOKEVILLE

SHELF 1	CISCO 15454 OPTICAL SHELF
SHELF 3	32 POSITION TELECT DSX-3 PANEL
SHELF 5	56 POSITION TELECT/ADC DSX-1 PANEL
SHELF 6	ADTRAN MX2800 MUX
SHELF 11	ADTRAN/CISCO FIBER STORAGE TRAY
SHELF 12	72 POSITION CORNING FIBER DISTRIBUTION PANEL
SHELF 13	TELECT NEBS COMPLIANT KLM FUSE PANEL

ATTACHMENT 2

PRICING

Attachment 2 – PRICING

2 Interconnection Caged/Cageless Collocation Pricing List

<u>Collocation</u>	<u>Monthly</u>	<u>Nonrecurring</u>
2.1 Collocation Processing Fee		\$ 2,440.00
2.2. Floor Space Charge		
Cageless per one standard bay (10 sq ft maximum)	\$ 109.00	
Cageless per one cabinetized bay(18 sq ft maximum)	\$ 178.00	
Cageless per additional sq ft	\$ 8.58	
All other Applications, per sq ft	\$ 8.58	
2.3 Cross Connect per		
DS0	\$ 1.25	\$ 413.57
DS1	\$ 3.90	\$ 352.85
DS3	\$ 48.00	\$ 1,249.98
2.4. AC Power per 20 Amps- This does not include any DC power or backup power.	\$ 274.49	\$ 1,475.00
2.5 DC Power per 40 Amps 2-feeds	\$ 487.49	\$ 3,527.04
2.6 Engineering Fee Charge per order, per Central Office Charge for the work performed by CTC associated with the design and development of collocation. Total charge is reduced by the up front fee		\$ 6,240.00
2.7 Cable Pull Charge Charge per Central Office, per cable terminated.		\$ 904.80
2.8. Office Arrangement Caged - Caging costs per order, per Central Office: Cageless – Per each standard bay Cageless – Per each standard bay with Relay Rack Cageless – Per each cabinetized bay		\$ 4,608.61 \$ 1,520.00 \$ 5,320.00 \$ 1,520.00
2.9 Maintenance per relay rack	\$ 44.00	
2.10 Building Modification Charge Charge per Central Office, per order		ICB
2.11 Training (Virtual)		Time and Expense

2.12 LABOR RATES

	<u>Basic Time</u>	<u>Overtime</u>	<u>Premium Time</u>
Charges for Additional Labor per Security Escort, One hour minimum	\$ 47.00	\$ 71.00	\$ 284.00
Charges for Additional Labor per Engineering, One hour minimum	\$ 47.00	\$ 71.00	\$ 284.00
Charges for Additional Labor per Technician, One hour minimum	\$ 47.00	\$ 71.00	\$ 284.00

Basic Time - Monday through Friday, 8 a.m. to 5 p.m.

Overtime - Monday through Friday, Before 8:00 a.m. and after 5:00 p.m.

Premium Time - Saturday(s), Sunday(s) and Holiday(s)

Note - All pricing based on Citizens FCC #1 Tariff for Expanded Interconnection

2.13

Monthly Recurring Charge (MRC)

Non Recurring Charge (NRC)

Intrastate Rate

Services	NRC	MRC Month to Month	MRC 1 Year	MRC 3 Year	MRC 5 Year
DS-3-Cabling from the Cage to Multiplexer plus DS-3 to DS-1 Multiplexing	\$478	\$2,236	\$2,100	\$1,850.	\$1,700

Early Cancellation of 1, 3 or 5 Year Term will result in a termination liability charge equal to the recurring monthly charge multiplied by the remaining number of months in the commitment term

Interstate - Per Citizens Telecommunications Company of Tennessee L.L.C. FCC #1 Tariff

Disaster Recovery Plan

CONTENTS

PAGE

1.0 Purpose	2
2.0 Single Point of Contact	2
3.0 Identifying the Problem	2
3.1 Site Control	3
3.2 Environmental Concerns	3
4.0 Restoration Control Center (RCC)	4
5.0 Recovery Procedures	5
5.1 CLEC Outage	5
5.2 Citizens Communications Outage	6
5.2.1 Loss of Central Office	6
5.2.2 Loss of a Central Office with Serving Wire Center Functions	6
5.2.3 Loss of a Central Office with Tandem Functions	7
5.2.4 Loss of a Facility Hub	7
5.3 Combined Outage (CLEC and Citizens Communications Equipment)	7
6.0 T1 Identification Procedures	8
7.0 Acronyms	8
8.0 Hurricane Information	8
9.0 Citizens Communications Management Plan	8

1.0 PURPOSE

In the unlikely event of a disaster occurring that affects Citizen Communications long-term ability to deliver traffic to a Competitive Local Exchange Carrier (CLEC), general procedures have been developed to hasten the recovery process. Since each location is different and could be affected by an assortment of potential problems a detailed recovery plan is impractical. However, in the process of reviewing recovery activities for specific locations, some basic procedures emerge that appear to be common in most cases.

These general procedures should apply to any disaster that affects the delivery of traffic for an extended time period. Each CLEC will be given the same consideration during an outage and service will be restored as quickly as possible.

This document will cover the basic recovery procedures that would apply to every CLEC

2.0 SINGLE POINT OF CONTACT

When a problem is experienced, regardless of the severity, the Citizens Communications Network Operations Center (NOC) will observe traffic anomalies and begin monitoring the situation. Controls will be appropriately applied to insure the sanity of Citizens Communications' network, and, in the event that a switch or facility node is lost, the NOC will attempt to circumvent the failure using available reroutes

Citizens Communications NOC will remain in control of the restoration efforts until the problem has been identified as being a long-term outage. At that time, the NOC will contact Citizens Communications Restoration Control Center (RCC) and relinquish control of the recovery efforts. Even though the RCC may take charge of the situation, the NOC will continue to monitor the circumstances and restore traffic as soon as damaged network elements are revitalized.

The telephone number for the Citizens Communications Network Operations Center is 800-722-0288.

3.0 IDENTIFYING THE PROBLEM

During the early stages of problem detection, the NOC will be able to tell which CLECs are affected by the catastrophe. Further analysis and/or first hand observation will determine if the disaster has affected CLEC equipment only, Citizens Communication equipment only, or a combination. The initial restoration activity will be largely determined by the equipment that is affected.

Once the nature of the disaster is determined and after verifying the cause of the problem, the NOC will initiate reroutes and/or transfers that are jointly agreed upon by the affected CLEC's Network Management Center and the Citizens Communications NOC. The type and percentage of controls used will depend upon available network capacity. Controls necessary to stabilize the situation will be invoked and the NOC will attempt to re-establish as much traffic as possible.

For long term outages, recovery efforts will be coordinated by the Restoration Control Center (RCC). Traffic controls will continue to be applied by the NOC until facilities are re-established.

As equipment is made available for service, the RCC will instruct the NOC to begin removing the controls and allow traffic to resume.

3.1 SITE CONTROL

In the total loss of building use scenario, what likely exists will be a smoking pile of rubble. This rubble will contain many components that could be dangerous. It could also contain any personnel on the premises at the time of the disaster. For these reasons, the local fire marshal with the assistance of the police will control the site until the building is no longer a threat to surrounding properties and the companies have secured the site from the general public.

During this time, the majority owner of the building should be arranging for a demolition contractor to mobilize to the site with the primary objective of reaching the cable entrance facility for a damage assessment. The results of this assessment would then dictate immediate plans for restoration, both short term and permanent.

In a less catastrophic event, i.e., the building is still standing and the cable entrance facility is usable, the situation is more complex. Local authorities will initially control the site until the threat to adjacent property has diminished. Once the site is returned to the control of the companies, the following events should occur:

An initial assessment of the main building infrastructure systems (mechanical, electrical, fire & life safety, elevators, and others) will establish building needs. Once these needs are determined, the majority owner should lead the building restoration efforts. There may be situations where the site will not be totally restored within the confines of the building. The companies must individually determine their needs and jointly assess the cost of permanent restoration to determine the overall plan of action.

Multiple restoration trailers from each company will result in the need for designated space and installation order. This layout and control is required to maximize the amount of restoration equipment that can be placed at the site, and the priority of placements.

Care must be taken in this planning to insure other restoration efforts have logistical access to the building. Major components of telephone and building equipment will need to be removed and replaced. A priority for this equipment must also be jointly established to facilitate overall site restoration (Example: If the AC power system has sustained damage, this would be of the highest priority in order to regain power, lighting, and HVAC throughout the building.)

If the site will not accommodate the required restoration equipment, the companies would then need to quickly arrange with local authorities for street closures, rights of way or other possible options available.

3.2 ENVIRONMENTAL CONCERNS

In the worse case scenario, many environmental concerns must be addressed. Along with the police and fire marshal, the state environmental protection department will be on site to monitor the situation.

Items to be concerned with in a large central office building could include

- 1 Emergency engine fuel supply. Damage to the standby equipment and the fuel handling equipment could have created "spill" conditions that have to be handled within state and federal regulations.
2. Asbestos containing materials that may be spread throughout the wreckage. Asbestos could be in many components of building, electrical, mechanical, outside plant distribution, and telephone systems.
3. Lead and acid. These materials could be present in potentially large quantities depending upon the extent of drainage to the power room.
4. Mercury and other regulated compounds resident in telephone equipment.
- 5 Other compounds produced by the fire or heat

Once a total loss event occurs at a large site, local authorities will control immediate clean up (water placed on the wreckage by the fire department) and site access

At some point, the companies will become involved with local authorities in the overall planning associated with site clean up and restoration. Depending on the clean up approach taken, delays in the restoration of several hours to several days may occur.

In a less severe disaster, items listed above are more defined and can be addressed individually depending on the damage

In each case, the majority owner should coordinate building and environmental restoration and well as maintain proper planning and site control.

4.0 RESTORATION CONTROL CENTER (RCC)

The Restoration Control Center will be activated in the event of a disaster. The RCC is chaired by the VP / GM Tennessee. It is the VP / GMs responsibility to declare the activation of the RCC and classification of the outage.

In the event of a major service interruption, the VP / GM Tennessee will notify the RCC staff which will establish a conference bridge to be used for the communication link for the emergency restoral

The RCC staff will assess the service outage or natural disaster and direct the appropriate staff functional task force groups to provide the necessary personnel and supplies based on review of outage reports, nature of outage and restoral estimate times

The RCC will continuously monitor the progress and needs of functional work groups which will in turn issue information to the various state and local government agencies as to the status of restoring service.

The Tennessee RCC includes the following departments and is supported by the functional staff as indicated below

- 1 Field Operations
- 2 Network Operations Center (NOC)
3. Engineering (Outside Plant)
4. Administration Support / Customer Contact
- 5 Public and External Affairs

The RCC is supported by the functional staff from the following departments:

1. Human Resources
2. Supply
3. Security
- 4 Building / Vehicles / Energy
- 5 Planning
6. External / Public Affairs
7. Engineering – OSP
- 8 Finance
- 9 Field Operations Supervisors
10. Sales / Business Services

Annually, the RCC will meet to review the Citizens Telecommunications Company of Tennessee Emergency Program to ensure its functionality is in accordance with current Citizens Policies and Practices

Each member of the RCC will have a Citizens Communications call out manual for the state and their area of responsibility that will contain the following

- 1 Names and telephone numbers of their support personnel.
2. Names of contacts for materials.
3. List of emergency equipment locations such as generators
4. Any specialized information needed for them to perform their mission

5.0 RECOVERY PROCEDURES

The nature and security of any disaster will influence the recovery procedures. One crucial factor in determining how Citizens Communications will proceed with restoration is whether or not Citizens Communications' equipment is incapacitated. Regardless of whose equipment is out of service, Citizens Communications will move as quickly as possible to aid with service recovery, however, the approach that will be taken may differ depending upon the location of the problem.

5.1 CLEC OUTAGE

For a problem limited to One CLEC (or a building with multiple CLECs), Citizens Communications has several options available for restoring service quickly. For those CLECs that have agreements with other CLECs, Citizens Communications can immediately start directing traffic to a provisional CLEC for completion. This alternative is dependent upon Citizens Communications having concurrence from the affected CLECs

Whether or not the affected CLECs have requested a traffic transfer to another CLEC will not impact Citizens Communications' resolve to re-establish traffic to the original destination as quickly as possible

5.2 CITIZENS COMMUNICATIONS OUTAGE

Because Citizens Communications' equipment has varying degrees of impact on the service provided to the CLECs, restoring service from damaged Citizens Communications equipment is different. The outage will probably impact a number of Carriers simultaneously. However, the RCC will be able to initiate immediate actions to correct the problem.

A disaster involving any of Citizens Communications' equipment locations could impact the CLECs, some more than others. A disaster at a Central Office (CO) would only impact the delivery of traffic to and from that one location, but the incident could affect many Carriers. If the Central Office is a Serving Wire Center (SWC), then traffic from the entire area to those Carriers served from that switch would also be impacted. If the switch functions as an Access Tandem, or there is a tandem in the building, traffic from every CO to every CLEC could be interrupted. A disaster that destroys a facility hub could disrupt various traffic flows, even though the switching equipment may be unaffected.

The NOC would be the first group to observe a problem involving Citizens Communications' equipment. Shortly after a disaster, the NOC will begin applying controls and finding re-routes for the completion of as much traffic as possible. These reroutes may involve delivering traffic to alternate Carriers upon receiving approval from the CLECs involved. In some cases, changes in translations will be required. If the outage is caused by the destruction of equipment, then the RCC will assume control of the restoration.

5.2.1 Loss of a Central Office

When Citizens Communications loses a Central Office, the RCC will

- a) Place specialists and emergency equipment on notice;
- b) Inventory the damage to determine what equipment and /or functions are lost,
- c) Move containerized emergency equipment and facility equipment to the stricken area, if necessary,
- d) Begin reconnecting service for Hospitals, Police, and other emergency agencies, and
- e) Begin restoring service to CLECs and other customers

5.2.2 Loss of a Central Office with Serving Wire Center Functions

The loss of a Central Office that also serves as a Serving Wire Center (SWC) will be restored as described in section 5.2.1

5.2.3 Loss of a Central Office with Tandem Functions

When Citizens Communications loses a Central Office building that serves as an Access Tandem and as a SWC, the RCC will

- a) Place specialists and emergency equipment on notice;
- b) Inventory the damage to determine what equipment and/or functions are lost,
- c) Move containerized emergency equipment and facility equipment to the stricken area, if necessary;
- d) Begin reconnecting service for Hospitals, Police, and other emergency agencies;
- e) Re-direct as much traffic as possible to the alternate access tandem (if available) for delivery to those CLECs utilizing a different location as a SWC;
- f) Begin aggregating traffic to a location near the damaged building. From this location, begin re-establishing trunk groups to the CLECs for the delivery of traffic normally found on the direct trunk groups. (This aggregation point may be the alternate access tandem location or another CO on a primary facility route.)
- g) Begin restoring service to CLECs and other customers

5.2.4 Loss of a Facility Hub

In the event that Citizens Communications loses a facility hub, the recovery process is much the same as above. Once the NOC has observed the problem and administered the appropriate controls, the RCC will assume authority for the repairs. The recovery effort will include

- a) Placing specialists and emergency equipment on notice,
- b) Inventorying the damage to determine what equipment and/or functions are lost;
- c) Moving containerized emergency equipment to the stricken area, if necessary,
- d) Reconnecting service for Hospitals, Police and other emergency agencies; and
- e) Restoring service to CLEC, and other customers. If necessary, Citizens Communications will aggregate the traffic at another location and build temporary facilities, when available. This alternative would be viable for a location that is destroyed and building repairs are required.

5.3 COMBINED OUTAGE (CLEC AND CITIZENS COMMUNICATIONS' EQUIPMENT)

In some instances, a disaster may impact Citizens Communications' equipment as well as the CLECs'. This situation will be handled in much the same way as described in section 5.2.3. Since Citizens Communications and the CLECs will be utilizing temporary equipment, close coordination will be required.

6.0 T1 IDENTIFICATION PROCEDURES

During the restoration of service after a disaster, Citizens Communications may be forced to aggregate traffic for delivery to a CLEC. During this process, T1 traffic may be consolidated onto DS3s and may become unidentifiable to the Carrier. Because resources will be limited, Citizens Communications may be forced to "package" this traffic entirely differently than normally received by the CLECs. Therefore, a method for identifying the T1 traffic on the DS3s and

providing the information to the Carriers is required.

7.0 ACRONYMS

CO	Central Office (Citizens Communications)
DS3	Facility that carries 28 T1s (672 Circuits)
CLEC	Competitive Local Exchange Carrier
NOC	Network Operations Center
RCC	Restoration Control Center
SWC	Serving Wire Center (Citizens Communications switch)
T1	Facility that carries 24 circuits

8.0 HURRICANE INFORMATION

During a hurricane Citizens Communications will make every effort to keep CLECs updated on the status of our network. Information centers will be set up throughout Citizens Communications. These centers are not intended to be used for escalations, but rather to keep the CLEC informed of network related issues, area damages and dispatch conditions, etc

9.0 CITIZENS COMMUNICATIONS DISASTER MANAGEMENT PLAN

Citizens Communications maintenance centers have geographical and redundant communication capabilities. In the event of a disaster removing any maintenance center from service another geographical center would assume maintenance responsibilities. The contact numbers will not change and the transfer will be transparent to the CLEC